

# Community Gardens

*Building Community and Supporting Healthy Lifestyles*

**T**he Community Services section of the City's Parks & Recreation Department manages three community gardens: Pilgrim Terrace, Rancheria and Yanonali Gardens. The gardens are conveniently located near the Franklin, Lower Westside and Westside Community Centers. The gardens provide neighborhood residents with accessible and low-cost garden plots to grow organic vegetables, herbs and flowers. Garden plots of 10 ft. by 20 ft. are available to all city residents, but primarily serve residents of low-to moderate-income. Plots can be rented for a modest fee of \$58 dollars a year by calling or visiting the nearest community center location. The gardens operate year-round and can be accessed from dawn to one half hour after sunset.

## *Garden locations:*

### • **Yanonali Community Garden**

E. Yanonali St. at Soledad Street

Total plots available: 72

Operation hours: dawn to 1/2 hour after sunset

Info: 963-7605 (Franklin Neighborhood Center)

### • **Rancheria Community Garden**

Rancheria Street near Montecito Street

Total plots available: 45

Operation hours: dawn to 1/2 hour after sunset

Info: 963-7537 (Lower Westside Center)

### • **Pilgrim Terrace Community Garden**

Pilgrim Terrace Drive at Modoc Road

Total plots available: 50

Operation hours: dawn to 1/2 hour after sunset

Info: 963-7567 (Westside Center)





**I**n addition to plots gardened by individual families, the program occasionally hosts special projects with community groups such as WORK, Inc., The Chumash Native American Clinic, Montessori School, Franklin Elementary School, Mulberry School, and the City's Creeks and Clean Water Program to provide specialized educational programs to their gardener clients. A collaborative agreement with the Work Training Program also provides adults 55 years of age or older with paid, on-the-job horticulture and grounds maintenance training at the gardens. Adult and children volunteers also get involved in work projects with the Parks Division and Creeks and Clean Water Program to assist in maintaining parks, community centers and creeks.

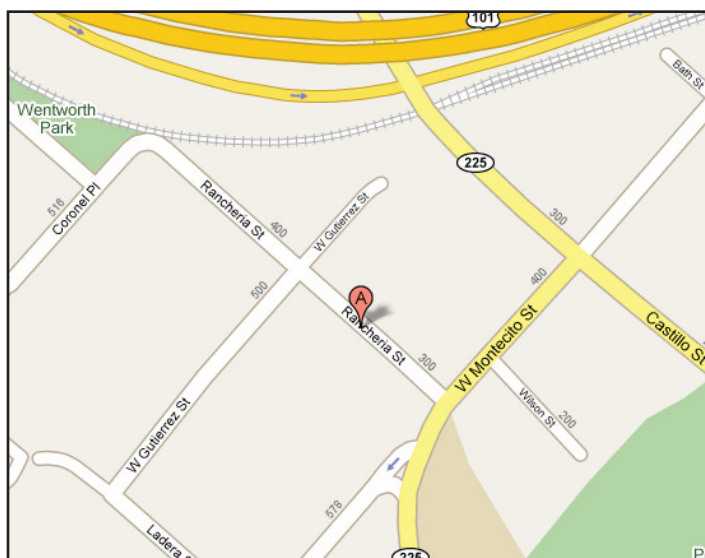


**W**ith grant funds, individually-boxed, bordered garden plots with mulch and decomposed granite pathways have been installed to make the gardening experience safe and accessible. Additionally, raised beds have been built for those physically challenged or disabled. Rest areas, information kiosks, storage sheds, compost bins, water spigots and trash receptacles are also an integral part of the design at each garden. Specific rules govern use of the gardens. This information is available in the Santa Barbara Community Gardens application and agreement (see next page).

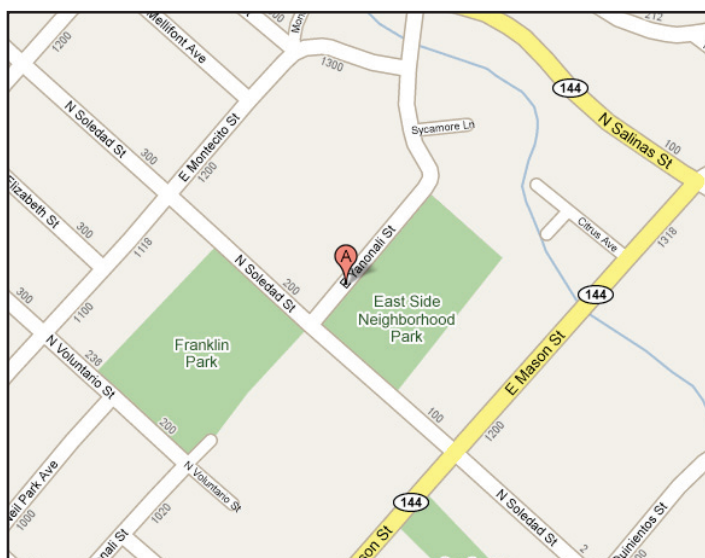
To check availability of the garden plots, please call any of the Community Center numbers listed above or call 963-7567.

Please go to next page for a Community Garden Application and Use Agreement.

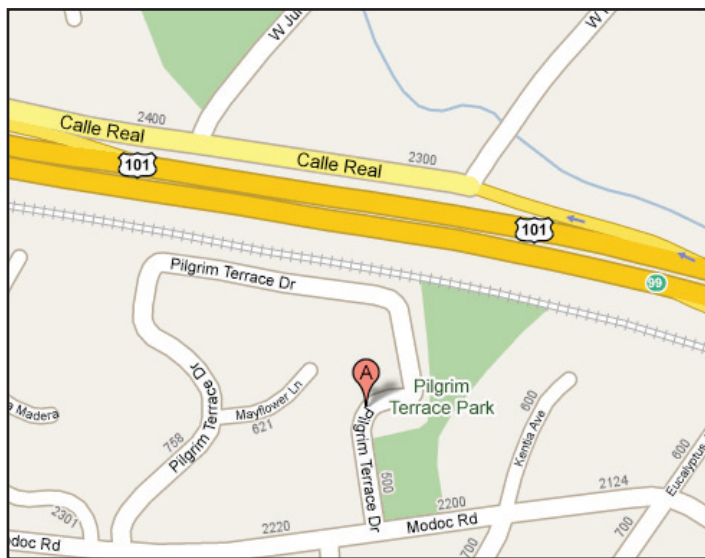
## Garden locations:



Rancheria Community Garden



Yanonali Community Garden



Pilgrim Terrace Community Garden



**Parks and Recreation Department/Community Services  
COMMUNITY GARDENS PROGRAM FY2009**

**Applicant Information**

Garden Name \_\_\_\_\_

Applicant Name: \_\_\_\_\_ New \_\_\_\_\_ Returning \_\_\_\_\_

Address (P.O. Boxes not accepted): \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Day # \_\_\_\_\_ Evening # \_\_\_\_\_

Email Address: \_\_\_\_\_

**Use Agreement**

**Notices:**

\_\_\_\_\_ **Initial here.** If e-mail address is provided above, I agree to receive any notices regarding this agreement by electronic communication.

**Parties:**

This agreement is made and entered into on \_\_\_\_\_, 200\_\_, between \_\_\_\_\_ hereinafter referred to as "Gardener", and the Parks and Recreation/Community Services Community Garden Program hereinafter referred to as "Program Operator".

**Premises:**

Subject to the terms and conditions below, Program Operator allows the use to Gardener, for organic gardening purposes only, the premises known as Plot No. \_\_\_\_\_ located at \_\_\_\_\_ Garden, Santa Barbara, California.

**Term:**

The term of this use agreement shall begin on **December 15, 2008**, and shall continue for a period of **12** months thereafter, expiring on **December 14, 2009**.

**Fees:**

On signing this agreement, Gardener shall pay to Program Operator the sum of \$54 as use fee for the term of this agreement.

## CONDITIONS FOR USE

1. The maximum contract period is 12 months beginning on December 15 and terminating December 14 of each year.
2. The application period will be from November 1 to December 1 of each year. A lottery will be held should there be more applications submitted than plots available.
3. Individual plots have a renewal option of three (3) years and will be assigned to city neighborhood residents, with staggered terms so that each year 1/3 of all plots will be made available to the public. All second plots will have an automatic 1 year term.
4. One additional plot (two maximum) will be allowed per gardener based upon availability after the application period deadline, and will require the submittal of a separate application form and corresponding fee.
5. Gardener must agree to, and sign, the Parks and Recreation Code of Conduct and Release Agreement, here attached.
6. No refunds of fees.
7. Garden plots are non-transferable.
8. No woody shrubs or trees. No water gardens, bulbs, or invasive vines or plants. Only authorized ANNUAL or herbaceous (green and leafy, not woody) plants under 5 feet, vegetables, herbs and flowers may be planted in garden plots. All other plants are subject to removal without further notice. No planting is allowed outside garden plots areas. If there are questions on what is an authorized plant, call 963-7567 before planting to avoid any unnecessary work and expense.
9. The Program Operator will inspect garden plots on a bi-weekly basis. Plots left unattended will prompt a verbal or written warning to remedy conditions. If after 14 days the condition remains, the gardener will receive a written 3-day notice to remedy the problem or quit
10. Gardener is responsible for keeping surrounding pathways free of weeds and debris at all times.
11. If no planting will be taking place during a given season the gardener is responsible to mulch over the entire plot to prevent unwanted weed growth.
12. No synthetic fertilizers or synthetic chemical pesticides or herbicides of any kind are allowed.
13. No fencing allowed. Trellising, sheds, lean-tos, water gardens or other structures or items are not allowed without the written pre-authorization of the Program Operator. All unauthorized structures are subject to removal without further notice. All authorized structures will be installed and maintained at gardener's sole expense. Any unauthorized structures will be removed without notice and labor/hauling cost billed to gardener. All trellis or cage must be of material with mesh openings small enough not to pose hand trap hazards. If a child's hand can go through it – it's too big. Structures must meet the specifications below:
  - TRELLISES
    - No higher than 5 feet
    - Placed in location not to shade adjoining plots
  - TOMATO OR PLANT CAGES
    - No higher than 6 feet
    - No wider than 2 feet
14. The gardens will be closed ½ hour after sunset.
15. No personal property is to be left in the garden.
16. All tools belonging to the Program shall not be removed from the premises and will be returned to the storage shed after use.
17. All gardeners must practice water conservation. Watering is allowed only with gardener present.

18. Compost piles are allowed only in designated areas or in approved containers on individual plots.
19. Gardeners are required to participate in clean up work projects and gardeners meetings from time to time.
20. Children must be supervised at all times.
21. No dogs are allowed in the garden.
22. No alcohol or smoking allowed.
23. No container plants or potted plants are allowed.
24. The Program Operator, with 30-day notice, may restrict access to the garden for required upkeep and maintenance.
25. Immediate termination from the Program will result by the following violations: theft, violent behavior, drinking or drug use, urinating on premises, providing unauthorized access to non-participants or any other behavior deemed hazardous to the health and safety of the program and participants.
26. Additional conditions may be imposed, as may be necessary to maintain a clean and safe environment.

### **Remedy in the Event of Violation of this Agreement**

Upon occurrence of a violation by the Gardener of the terms and conditions of this agreement, the Program Operator shall have at its discretion, after proper notification, an option to require the Gardener to immediately surrender the Plot. If the Gardener fails to surrender the Plot, the Program Operator may without notice enter and take possession of the Plot and remove the Gardener's property from the Plot without thereby incurring any liability for such removal whatsoever. The Program Operator may, at its discretion, amend this Agreement with or without notice.

I have read, understand, and accept the above terms and conditions.

**Se me ha dado una traducción verbal de estas reglas y las comprendo y las acepto.**

Gardener's

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **FOR OFFICE USE ONLY**

Garden Location(s): \_\_\_\_\_ Plot Number: \_\_\_\_\_

Date/Time Application/Fees Received: \_\_\_\_\_ City Resident: Yes \_\_\_\_\_ No \_\_\_\_\_

Accepting Staff Initial: \_\_\_\_\_ Approved by: \_\_\_\_\_

Contact Log (attach extra pages if necessary):

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## City of Santa Barbara

### Code of Conduct and Release Agreement

**CODE OF CONDUCT** By signing the release agreement below, you acknowledge that you have read and fully understand the City of Santa Barbara Parks and Recreation Department "Code of conduct" and do thereby for yourself or on behalf of your child(ren), agree to abide by its policies and conditions exactly as written.

**CITY OF SANTA BARBARA RELEASE AGREEMENT** IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THIS CITY ACTIVITY OR USE OF ANY CITY FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF SANTA BARBARA, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the City activity or using any City facilities in connection with the activity.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasee's right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made. **IF THE PARTICIPANT IS A MINOR**, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT. I hereby warrant that I am the legal guardian or custodial parent of \_\_\_\_\_ who is a minor and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

\_\_\_\_\_  
Adult Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Code of Conduct

The benefits of Parks and Recreation programs are numerous – enhancing health and building strong families and healthy communities. To insure the quality of programs and public safety, we ask all program participants, staff, parents, spectators, coaches, and volunteers, to abide by this Code of Conduct:

- All persons shall act with respect towards other persons; respect their privacy and personal safety.
- Physical or verbal abuse of any kind will not be tolerated.
- All persons shall treat public and private property and equipment with respect.
- Program rules and regulations shall be observed at all times.

Any City representative responsible for officiating, supervising or otherwise operating a Parks and Recreation program shall have authority to enforce the terms of this Code, as authorized by the Director of Parks and Recreation, empowered by Municipal Code Section 15.16.220. Failure of any person to abide by the Code of Conduct will result in disciplinary action, including (but not limited to): 1) removal from the program area, 2) restriction in program participation and 3) suspension or expulsion from the program. Minors under the age of 18 are required to have a parent or legal guardian sign the program registration form. No refund or fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The Parks and Recreation Director shall review any expulsion or suspension longer than three days. Appeals of any expulsion or suspension shall be filed in writing with the Parks and Recreation director within seven (7) days of action. The decision of the Parks and Recreation director is final.

## **Current List of Unauthorized or Restricted\* Plants**

(Subject to change at any time based on garden conditions)

The following list will be amended, as necessary

In general: All trees, bushes, vines and perennial plants are not allowed in garden plots. Specific plants that have also been currently identified as not belonging in garden plots are:

1. Corn\*
2. Sunflowers\*
3. Mint
4. Morning Glory vines
5. Perennial Bushes or Shrubs
6. Berries
7. Bulbs, Lilies and Gladiolas
8. Roses
9. Lavender
10. Sugar Cane or Bamboo
11. Nasturtiums
12. Grape or other vines
13. Ground covers
14. Cactus or succulents
15. Chayote
16. Daffodils
17. Water plants
18. Dahlias

Some of those plants identified above may be eligible to be located in the common area spaces. Additional unauthorized plants may be added to this list at any time by the operator without notice. Contact the garden operator for updated information before planning if in doubt.

| \* No more than 10 stalks of corn can be planted per plot. Stalks must be clear of leaves to allow a 5 foot visual clearance from the ground. One sunflower plant per garden plot.

AGE	YOU	YOUR FAMILY		
0 - 18				
19 - 64				
65+				
ETHNICITY				
African-American				
Asian/Pacific Islander				
Caucasian/White				
Latino/Hispanic				
Native American				
Other				
GENDER				
Female				
Male				
OTHER CHARACTERISTICS				
GEOGRAPHIC AREA				
City of Santa Barbara				
All Other Areas				
POVERTY STATUS* (See Income Guidelines on Page 5)				
Extremely Low MFI	0-30%			
Low MFI	31-50%			
Moderate MFI	51-80%			
Above Moderate MFI	81%+			

PLEASE INCLUDE ALL MEMBERS OF YOUR HOUSEHOLD.